



January 6, 2012

To: SBE Firms

Re: Marketing and Public Relations Services

Project No.: **RQCU1200001**

The above-referenced project is being considered for a **Set-Aside** (for) competition solely amongst Small Business Enterprise (SBE) firms. If you are interested in participating as a **SBE Prime Contractor** to perform work in connection with this project, **please complete and return the attached Verification of Availability form (answering all the questions listed as well as other requested information), by 10:00am, Tuesday January 10, 2012.**

Please review the attached project description and requirements. These specifications are being reviewed and are subject to change.

The Verification of Availability form and required examples of previous work may be sent via facsimile transmission (305) 375-3160 or email to walterv@miamidade.gov. If you have any questions, please contact me at (305) 375-3138.

Sincerely,

A handwritten signature in black ink, appearing to read "Vivian O. Walters, Jr.", with a stylized flourish at the end.

Vivian O. Walters, Jr.,
Contract Development Specialist 2
Business and Professional Development Division

Attachments

VERIFICATION OF AVAILABILITY

DEPARTMENT OF SMALL BUSINESS DEVELOPMENT
COMMUNITY BUSINESS ENTERPRISE PROGRAM
111 N.W. 1ST STREET, 19TH FLOOR
MIAMI, FLORIDA 33128

PROGRAM COORDINATOR: MR. VIVIAN WALTERS, JR.

I am herewith submitting this letter of verification of availability and capability to bid at such time as this project is advertised. (NOTE: Please provide all the information requested; incomplete and/or incorrect verifications are not acceptable or usable.)

CONTRACT TITLE AND NUMBER: Marketing and Public Relations Services

RQCU1200001

CONTRACT ESTIMATED AMOUNT: \$360,000

The above referenced project is being considered for contract measures. Below are the related/required **Commodity Codes**, please check the ones in which you are **SBE** certified:

915-03 – Advertising/Public Relations (including Skywriting)

918-76 – Marketing Consulting

961-53 - Marketing Services (including Distribution, Sales Promotion, etc)

NAME OF SMALL BUSINESS ENTERPRISE _____ Certification Expires: _____
DATE

ADDRESS	CITY	ZIP CODE
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Telephone: _____ Bonding Capacity: N/A

PRINT NAME AND TITLE

SIGNATURE OF COMPANY REPRESENTATIVE _____ DATE _____

DESCRIPTION OF PROJECT

Project Title: Marketing and Public Relations Services

Project Number: RQCU1200001

Department: Cultural Affairs

Estimated Cost: \$360,000

RFQ 806, Marketing & Public Relations Services

Program Specific Preferred Requirements

A. Culture Shock Miami

The selected Proposer(s) should have:

1. A minimum of three (3) years relevant experience (within the last five years) of providing marketing and/or public relations services to the performing arts (music, dance, theater, museums, and festivals) sector.
2. Experience within the last five years of marketing to target audiences similar to those of the County's Culture Shock Miami Program (i.e., students between the ages of 13-22, teachers, parents and /or mentors).
3. Experience within the last five years of successfully collaborating with not-for-profit organizations, local colleges, and universities on the creation of outreach events and/or the promotion of special events.

B. South Miami-Dade Cultural Arts Center

The selected Proposer(s) should have:

1. A minimum of three (3) years relevant experience (within the last five years) of providing marketing and/or public relations services to the performing arts (music, dance, and theater) sector.
2. Experience within the last five years in successfully marketing and messaging to specific ethnic demographic populations such as Hispanics, Caribbean Americans, and African Americans.
3. Experience within the last five years in successfully marketing a product or service to a culturally and economically diverse target market similar to South Miami-Dade County (area defined as Coral Gables to Florida City).

QUESTIONS

- Does your firm meet or exceed the Program Specific Preferred Requirements above?

Provide a minimum of three client references of comparable contracts, ongoing or completed within the last five years, with similar preferred requirements as stipulated above. Include the following for each:

- (i) client,
- (ii) description of work, and
- (iii) client's contact person and phone number

Additionally, these questions were provided by the Cultural Affairs Department:

- Types of clients currently serviced, and types of services provided?
- Any experience marketing in the performing arts? Please provide list of clients and services rendered?
- Any experience marketing the arts to student-teenagers and young adults?
- Any experience working in the South Miami-Dade market?
- Please provide samples of advertising and copy writing; sample of a collateral piece (brochure, palm cards, etc.)

***This information is REQUIRED along with the signed Verification Form**

QUESTIONNAIRE

The Division of Small Business Development (SBD) is requesting information on the Proposer's experience and capability to provide services requested under this project. The questions represent a list of minimum requirements that must be answered by the bidder and aids SBD in realizing the maximum opportunity in identifying a goal.

Provide the number of years that your firm has been in existence and the primary market(s) served / serve.

Provide a detailed description of at least three (3) comparable contracts which your firm has (either) ongoing or completed within the past five (5) years that relates to the scopes of work detailed in this project

a. Name of Client:
Contract duration
Contact name and number

b. Name of Client:
Contract duration
Contact name and number

c. Name of Client:
Contract duration
Contact name and number

Please provide any additional information that supports your ability to quality for award of subject contract.

This document is a draft of a planned solicitation and is subject to change without notice.

**REQUEST FOR PROPOSALS (RFQ) No. 806
FOR
MARKETING AND PUBLIC RELATIONS SERVICES**

PRE-PROPOSAL CONFERENCE TO BE HELD:

_____, 2011 at ____:00 AM (local time)
111 NW 1st Street, 13th Floor, Conf. Rm. __, Miami, Florida

ISSUED BY MIAMI-DADE COUNTY:

Internal Services Department
for
Cultural Affairs Department

COUNTY CONTACT FOR THIS SOLICITATION:

Name and Title: Annie Perez, Procurement Contracting Officer II
Address: 111 NW 1st Street, Suite 1300, Miami, Florida 33128
Telephone: (305) 375-1620
E-mail: anniep@miamidadegov

PROPOSALS ARE DUE AT THE CLERK OF THE BOARD NO LATER THAN:

_____, 2011 at 2:00 PM (local time)
at
CLERK OF THE BOARD
Stephen P. Clark Center
111 NW 1st Street, 17th Floor, Suite 202
Miami, Florida 33128-1983

The Clerk of the Board business hours are 8:00 a.m. to 4:30 p.m., Monday through Friday. Additionally, the Clerk of the Board is closed on holidays observed by the County.

All proposals received and time stamped by the Clerk of the Board prior to the proposal submittal deadline shall be accepted as timely submitted. The circumstances surrounding all proposals received and time stamped by the Clerk of the Board after the proposal submittal deadline will be evaluated by the procuring department in consultation with the County Attorney's Office to determine whether the proposal will be accepted as timely. Proposals will be opened promptly at the time and date specified. The responsibility for submitting a proposal on or before the stated time and date is solely and strictly the responsibility of the Proposer. The County will in no way be responsible for delays caused by mail delivery or caused by any other occurrence. All expenses involved with the preparation and submission of proposals to the County, or any work performed in connection therewith, shall be borne by the Proposer(s).

The submittal of a proposal by a Proposer will be considered by the County as constituting an offer by the Proposer to perform the required services at the stated prices. A Proposer may submit a modified proposal to replace all or any portion of a previously submitted proposal up until the proposal due date. The County will only consider the latest version of the proposal.

Requests for additional information or inquiries must be made in writing and received by the County's contact person for this Solicitation. The County will issue responses to inquiries and any changes to this Solicitation it deems necessary in written addenda issued prior to the proposal due date. Proposers who obtain copies of this Solicitation from sources other than the County's Internal Services Department, Procurement Management website at www.miamidade.gov/dpm or the Vendor Assistance Unit risk the possibility of not receiving addenda and are solely responsible for those risks.

DRAFT

1.0 PROJECT OVERVIEW AND GENERAL TERMS AND CONDITIONS**1.1 Introduction**

Miami-Dade County, hereinafter referred to as the County, as represented by the Miami-Dade County Cultural Affairs Department, is seeking interested parties to submit their qualifications for consideration to provide marketing and public relations services for the Culture Shock program and the South Miami-Dade Cultural Arts Center, and other programs, on an as needed basis.

Proposers may apply for one or both service categories, (see Form A-1) and may be selected for both service categories. The service categories are Marketing and Advertising Services, and Media and Public Relations Services. The County anticipates awarding up to four contracts, two per service category, for a three year period, with one, three-year option to renew, at the County's sole discretion.

The anticipated schedule for this Solicitation is as follows:

Solicitation issued:

Pre-Proposal Conference:

See front cover for date, time and place. Attendance is recommended but not mandatory. If you need a sign language interpreter or materials in accessible format for this event, please call the DPM ADA Coordinator at (305) 375-1530 at least five days in advance.

Deadline for receipt of questions:

Proposal due date:

See front cover for date, time and place.

Evaluation process:

February 2012

Projected award date:

March/April 2012

1.2 Definitions

The following words and expressions used in this Solicitation shall be construed as follows, except when it is clear from the context that another meaning is intended:

1. The word "Contractor" to mean the Proposer that receives any award of a contract from the County as a result of this Solicitation, also to be known as "the prime Contractor".
2. The word "County" to mean Miami-Dade County, a political subdivision of the State of Florida.
3. The word "Proposer" to mean the person, firm, entity or organization, as stated on Form A-1, submitting a response to this Solicitation.
4. The words "Scope of Services" to mean Section 2.0 of this Solicitation, which details the work to be performed by the Contractor.
5. The word "Solicitation" to mean this Request for Qualifications (RFQ) document, and all associated addenda and attachments.
6. The word "Subcontractor" to mean any person, firm, entity or organization, other than the employees of the Contractor, who contracts with the Contractor to furnish labor, or labor and materials, in connection with the Services to the County, whether directly or indirectly, on behalf of the Contractor.
7. The words "Work", "Services", "Program", or "Project" to mean all matters and things that will be required to be done by the Contractor in accordance with the Scope of Services and the terms and conditions of this Solicitation.

1.3 General Proposal Information

The County may, at its sole and absolute discretion, reject any and all or parts of any or all responses; accept parts of any and all responses; further negotiate project scope and fees; postpone or cancel at any time this Solicitation process; or waive any irregularities in this Solicitation or in the responses received as a result of this process. A proposal shall be the Proposer's firm commitment to provide the goods and services solicited in the manner requested in the Solicitation and described in the proposal. In the event that a Proposer wishes to take an exception to any of the terms of this Solicitation, the Proposer shall clearly indicate the exception in its proposal. No exception shall be taken where the Solicitation specifically states that exceptions may not be taken. Further, no exception shall be allowed that, in the County's sole discretion, constitutes a material deviation from the requirements of the Solicitation. Proposals taking such exceptions may, in the County's sole discretion, be deemed nonresponsive. The County reserves the right to request and evaluate additional

information from any respondent regarding respondent's responsibility after the submission deadline as the County deems necessary.

Proposals shall be irrevocable until contract award unless the proposal is withdrawn. A proposal may be withdrawn in writing only, addressed to the County contact person for this Solicitation, prior to the proposal due date or upon the expiration of 180 calendar days after the opening of proposals.

Proposers are hereby notified that all information submitted as part of, or in support of proposals will be available for public inspection after opening of proposals, in compliance with Chapter 119, Florida Statutes, popularly known as the "Public Record Law". The Proposer shall not submit any information in response to this Solicitation which the Proposer considers to be a trade secret, proprietary or confidential. The submission of any information to the County in connection with this Solicitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to Proposer. In the event that the Proposer submits information to the County in violation of this restriction, either inadvertently or intentionally, and clearly identifies that information in the proposal as protected or confidential, the County may, in its sole discretion, either (a) communicate with the Proposer in writing in an effort to obtain the Proposer's written withdrawal of the confidentiality restriction or (b) endeavor to redact and return that information to the Proposer as quickly as possible, and if appropriate, evaluate the balance of the proposal. Under no circumstances shall the County request the withdrawal of the confidentiality restriction if such communication would in the County's sole discretion give to such Proposer a competitive advantage over other proposers. The redaction or return of information pursuant to this clause may render a proposal non-responsive.

Any Proposer who, at the time of proposal submission, is involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the Proposer under federal bankruptcy law or any state insolvency law, may be found non-responsive. To request a copy of any ordinance, resolution and/or administrative order cited in this Solicitation, the Proposer must contact the Clerk of the Board at (305) 375-5126.

1.4 **Cone of Silence**

Pursuant to Section 2-11.1(t) of the Miami-Dade County Code, as amended, a "Cone of Silence" is imposed upon each RFP or RFQ after advertisement and terminates at the time a written recommendation is issued. The Cone of Silence prohibits any communication regarding RFPs or RFQs between, among others:

- potential Proposers, service providers, lobbyists or consultants **and** the County's professional staff including, but not limited to, the County Manager and the County Manager's staff, the Mayor, County Commissioners or their respective staffs;
- the Mayor, County Commissioners or their respective staffs **and** the County's professional staff including, but not limited to, the County Manager and the County Manager's staff; or
- potential Proposers, service providers, lobbyists or consultants, any member of the County's professional staff, the Mayor, County Commissioners or their respective staffs **and** any member of the respective selection committee.

The provisions do not apply to, among other communications:

- oral communications with the staff of the Vendor Assistance Unit, the responsible Procurement Agent or Contracting Officer, provided the communication is limited strictly to matters of process or procedure already contained in the solicitation document;
- oral communications at pre-proposal conferences, oral presentations before selection committees, contract negotiations during any duly noticed public meeting, public presentations made to the Board of County Commissioners during any duly noticed public meeting; or
- communications in writing at any time with any county employees, official or member of the Board of County Commissioners unless specifically prohibited by the applicable RFP or RFQ documents.

When the Cone of Silence is in effect, all potential vendors, service providers, bidders, lobbyists and consultants shall file a copy of any written correspondence concerning the particular RFP or RFQ with the Clerk of the Board, which shall be made available to any person upon request. The County shall respond in

writing (if County deems a response necessary) and file a copy with the Clerk of the Board, which shall be made available to any person upon request. Written communications may be in the form of e-mail, with a copy to the Clerk of the Board at clerkbcc@miamidade.gov.

1.5 Public Entity Crimes

Pursuant to Paragraph 2(a) of Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal for a contract to provide any goods or services to a public entity; may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and, may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for Category Two (\$10,000) for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

1.6 Lobbyist Contingency Fees

- A) In accordance with Section 2-11.1(s) of the Code of Miami-Dade County, after May, 16, 2003, no person may, in whole or in part, pay, give or agree to pay or give a contingency fee to another person. No person may, in whole or in part, receive or agree to receive a contingency fee.
- B) A contingency fee is a fee, bonus, commission or non-monetary benefit as compensation which is dependent on or in any way contingent upon the passage, defeat, or modification of: 1) any ordinance, resolution, action or decision of the County Commission; 2) any action, decision or recommendation of the County Manager or any County board or committee; or 3) any action, decision or recommendation of any County personnel during the time period of the entire decision-making process regarding such action, decision or recommendation which foreseeably will be heard or reviewed by the County Commission or a County board or committee.

1.7 Collusion

Where two (2) or more related parties, as defined herein, each submit a proposal for any contract, such proposals shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation and submittal of such proposals. Related parties shall mean Proposer or the principals thereof which have a direct or indirect ownership interest in another Proposer for the same contract or in which a parent company or the principals thereof of one Proposer have a direct or indirect ownership interest in another Proposer for the same contract. Furthermore, any prior understanding, agreement, or connection between two or more corporations, firms, or persons submitting a proposal for the same services shall also be presumed to be collusive. Proposals found to be collusive shall be rejected. Proposers who have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusive bidding may be terminated for default.

2.0 SCOPE OF SERVICES

2.1 Background

Miami-Dade County, hereinafter referred to as the County, as represented by the Miami-Dade County Cultural Affairs Department (CUA), is seeking interested parties to submit their qualifications for consideration to provide marketing and public relations services for the Culture Shock program, South Miami-Dade Cultural Arts Center, and other programs, on an as needed basis. The selected Proposer(s) will perform on a work order basis.

The Cultural Affairs Department develops cultural excellence, diversity and participation throughout Miami-Dade County by strategically creating and promoting opportunities for artists and cultural organizations, and the residents and visitors who are their audiences. The department creates, publishes, promotes, and disseminates information about the cultural excellence of artistic offerings in order to increase accessibility and

attendance, and develops and coordinates arts education and outreach programs, such as Culture Shock Miami. Additionally, the Cultural Affairs Department is tasked with managing the new South Miami-Dade Cultural Arts Center, hereinafter referred to as "the Center" or "SMDCAC".

Culture Shock Miami:

The goal of Culture Shock Miami is to provide an affordable, accessible and attractive way to encourage high school and college students ages 13-22 to buy tickets to the rich variety of cultural events presented by Miami-Dade's non-profit arts organizations. Culture Shock Miami is designed to introduce this next generation of audience members to live arts and cultural experiences at the age when they are beginning to make their own decisions about entertainment options. The expectation is that if high school and college students make the arts a regular entertainment choice, they will be more likely to become the full-price ticket buyers and subscribers of the future.

Through Culture Shock Miami, students can buy tickets for \$5 to the best dance, music, theater, film and spoken word events in Miami-Dade County, and two-for-\$5 tickets to museums. Tickets donated to the Department of Cultural Affairs by cultural organizations are available for purchase through www.cultureshockmiami.com or at www.TicketWeb.com free of any taxes, fees or surcharges. A student must use the first ticket purchased, but the second ticket can be used by a person of any age.

Culture Shock Miami currently has more than 150 cultural organizations providing tickets for the program, and program partners include TicketWeb, the Miami-Dade County Public School System and all of the area colleges and universities.

South Miami-Dade Cultural Arts Center:

The Center provides a world-class, multi-disciplinary cultural venue and community gathering place in the southern part of Miami-Dade County. In addition to providing a diverse range of quality entertainment to people from all backgrounds and ages, the Center's mission includes an emphasis on educational and outreach activities in partnership with community groups. The Center's multiple rehearsal and performing spaces also offers accessible state-of-the-art facilities to the Miami-Dade artistic community, presenters and audiences throughout South Florida.

The \$51 million Center was designed by world-renowned Arquitectonica International, Inc. The design team included theater consultants Fisher Dachs Associates, Inc., sound and communications design firm Artec Consultants, Inc., and arts management consultants AMS Planning & Recreation Corp., recognized for their work on performing arts facilities.

The SMDCAC facility consists of the following spaces and areas:

1. Proscenium Theater (Main Stage), a state-of-the-art 966 seat performing arts space with a fly tower, orchestra pit, front of house spaces, (box office, lobby, concessions, etc), back of house support spaces (dressing rooms, storage, administrative offices, etc.).
2. Black Box Theater, 39' x 49' multipurpose space for intimate performances or rehearsals. Seating capacity is up to 129.
3. Lab Theater, 36' x 60' multipurpose space for intimate performances or rehearsals. Seating capacity is up to 129.
4. Dance Studio, 36' x 44' with high ceilings, sprung wood floor, mirrors, sound and video systems. This space is predominately used for dance rehearsals.
5. Outdoor Promenade and Back Yard Concert Lawn: The Center's two buildings are joined by an outdoor promenade which can be used for pre-and post-show receptions and which leads to a gently

sloped Back Yard Concert Lawn along the Black Creek Canal, which can accommodate more than 700 people for outdoor concerts and festivals.

Programs to be marketed include, but are not limited to, main stage productions, Black Box Productions, free music on the plaza series, educational programming (shows and classes), and rental shows.

2.2 Preferred Requirements

I. Program Specific

A. Culture Shock Miami

The selected Proposer(s) should have:

1. A minimum of three (3) years relevant experience (within the last five years) of providing marketing and/or public relations services to the performing arts (music, dance, theater, museums, and festivals) sector.
2. Experience within the last five years of marketing to target audiences similar to those of the County's Culture Shock Miami Program (i.e., students between the ages of 13-22, teachers, parents and/or mentors).
3. Experience within the last five years of successfully collaborating with not-for-profit organizations, local colleges, and universities on the creation of outreach events and/or the promotion of special events.

B. South Miami-Dade Cultural Arts Center

The selected Proposer(s) should have:

1. A minimum of three (3) years relevant experience (within the last five years) of providing marketing and/or public relations services to the performing arts (music, dance, and theater) sector.
2. Experience within the last five years in successfully marketing and messaging to specific ethnic demographic populations such as Hispanics, Caribbean Americans, and African Americans.
3. Experience within the last five years in successfully marketing a product or service to a culturally and economically diverse target market similar to South Miami-Dade County (area defined as Coral Gables to Florida City).

II. Category Specific

A. Marketing and Advertising Services Preferred Requirements

The selected Proposer(s) should have:

1. A minimum of three (3) years relevant experience (within the last five years) developing and managing marketing campaigns.
2. Experience in cultural/heritage advertising, media purchasing and placement, graphic design, branding, direct mail, market research, outdoor, email marketing, website/internet display, distribution channel analysis, multi-lingual copywriting and translation, and social media strategies.

B. Media and Public Relations Preferred Requirements

The selected Proposer(s) should have:

1. A minimum of three (3) years relevant experience (within the last five years) developing and managing public relations campaigns.
2. Experience in media relations, crisis communications, market research, special event planning and management, community outreach, translation services, development of

press releases and media kits, and publicity.

2.3 Service Categories, Tasks and Deliverables

The selected Proposer(s) may be required to support and assist the Department of Cultural Affairs in the following two service categories, as needed:

1) Marketing and Advertising Services

Examples of specific tasks are:

- a) Develop a strategic marketing plan, including situational analysis, opportunities and issues analysis (Strengths, Weaknesses, Opportunities and Threats (SWOT) analysis), objectives, strategy, action plan, and timeline for implementation.
- b) Conduct market research, including but not limited to, focus groups, surveys, polls, audience measurements, and collection and analysis of data.
- c) Develop creative concept including brand/image, slogan, tagline and logo, and development of collateral materials and promotional materials.
- d) Develop an email campaign including E-blasts, E-newsletter, and other viral marketing tactics.
- e) Develop a media campaign, including but not limited to, newspaper, on-line media, magazine, radio, TV, and outdoor.
- f) Perform all activities associated with media purchasing and placement, including negotiation of ad rates and advertisement time slots, advertisement insertion orders, placement, negotiations of public service announcements, and purchase of media buys.
- g) Provide printing and production services, including graphic art design layout, multi-lingual copywriting (English, Spanish and Creole), mechanical advertisement assembly, printing of brochures, direct mail, posters, and other collateral, distribution of brochures, scripting, photography, TV and digital video production, radio production, audio visual services, and all talent required for these services.
- h) Develop a social media campaign to include social networks, microblogging, photo sharing, commenting forums, online videos and other social media marketing tools.
- i) Provide web site design and content recommendations.
- j) Develop a mobile marketing campaign including creative concept, implementation and measurement methodology to gauge campaign results and provide monthly reports on results.
- k) Develop an economical on-going promotional plan to increase awareness and ticket sales.
- l) Develop a methodology to measure the impact and success of advertising and marketing programs (overall Return on Investment – ROI) and provide quarterly reports on results.
- m) Provide all other related services necessary to fulfill the County's marketing needs.

2) Media and Public Relations Services

Examples of specific tasks are:

- a) Develop a strategic public relations plan that includes media relations, community outreach, a communications strategy, a web, email and social media strategy, and timeline for implementation.
- b) Develop media lists.
- c) Research, write and distribute press releases to targeted media outlets.
- d) Recommend public relations and publicity efforts to supplement paid advertising, including cooperative advertising partnerships.
- e) Develop a media kit.
- f) Develop speeches/talking points as directed.
- g) Fulfill media requests as directed.
- h) Coordinate and manage press conferences, media tours and special events.
- i) Pitch stories to targeted media audience.
- j) Provide creative ideas for unique partnerships to leverage resources.

- k) Provide monthly press clippings report.
- l) Provide media training for County spokespersons.
- m) Assist County staff with the implementation and promotion of special community outreach and/or promotional projects and events in collaboration with local cultural partners.
- n) Create various outreach programs that target specific demographics based on program needs.
- o) Collaborate with local colleges and universities to increase awareness of Culture Shock Miami within this targeted demographic group via orientation sessions, on-campus student activities, and college publications.
- p) Hire and train college students to serve as Culture Shock Miami (CSM) ambassadors to represent the program at cultural and community outreach events throughout Miami-Dade County.
- q) Assist with crisis communications support as needed.
- r) Develop measurements to gauge campaign results and provide monthly reports on results.
- s) Provide all other related services necessary to fulfill the County's media and public relations needs.

Deliverables

Deliverables for assigned tasks shall be specified in the applicable Work Order (see Section 2.7, Work Order Process).

2.4 Use of Materials

All creative produced materials and elements of the campaigns developed by the selected Proposer(s) for the County shall become the property of the County, as will all materials, film negatives, art, radio and/or TV spots, etc. as well as campaign treatments developed but not utilized.

The County maintains the right to use any materials generated by the selected Proposer(s) in other County material generated by County personnel and may do so without the selected Proposer's consent or approval. The County acknowledges certain legal constraints and, as such, requires new universal releases for materials unless cost considerations become prohibitive such as model releases, music, photographs, etc. and retains sole right to use materials created for the County as it sees fit. All restrictions on contracted materials such as stock photos, voice talent, models, etc. shall be provided to the County by the selected Proposer with implications stated prior to production by the selected Proposer.

2.5 Additional Services

The County reserves the right to negotiate with the selected Proposer awarded a work order for, or directly contract, all printing necessary for the implementation of any creative or media campaign. The creative and related specifications from the selected Proposer will be coordinated with and provided to, the County prior to printing. The selected Proposer(s) if requested shall provide the printing of materials with the consultation of the County. Any printing will be done on a net basis.

2.6 Work Order Process

The selected Proposers will participate in a work plan and work order process. The County intends to award up to two (2) selected Proposers per service category as "Primary" and "Secondary" Contractors. Selected Proposers will be identified for work assignments based on their designation as "Primary" or "Secondary" Contractor in each of the service categories. Following is the Work Order process:

A. Assignments

When the need arises, the CUA will develop work order assignments, and provide the "Primary Contractor" with information regarding the specific objectives, anticipated deliverables and desired outcomes and timelines.

B. Work Plan

After the assignment has been defined by CUA, the Primary Contactor shall prepare a written work plan for review and approval by the CUA. The written work plan must be received by the CUA as defined in

each request, which shall include, but not limited to the following:

1. Description of the proposed approach;
2. Names of the key personnel who will be performing the work, including each person's job title, hourly rate and estimated number of hours each will spend on the assignment;
3. Cost per staff person (based on the negotiated rates);
4. Out-of-pocket costs, if any, such as travel;
5. Projected timeline of tasks and date of assignment completion; and
6. Total price for the assignment.

C. Work Order

Work Orders will be issued by the CUA for all work to be performed under any contract as a result of this Solicitation. Multiple work orders may be issued simultaneously, depending on the need for the services. The CUA anticipates issuing work orders based on approved work plans as described above.

The County reserves the right to enter into negotiations with the selected Proposer for each specific work order. As such, submittal of hourly rates shall in no way preclude the County from negotiating for lower hourly rates for specific work orders.

In the instance where the Primary Contractor in a key area is a) unable to respond in a timely manner, b) cannot fulfill its contractual obligations due to time constraints, c) cannot reach an acceptable work order arrangement through negotiations, the CUA reserves the right to request a work plan from the Secondary Contractor, and assign the work to the Secondary Contractor.

When an assignment falls under multiple service categories, the CUA, at its sole discretion, will determine which key area to utilize or may request a work plan from both.

Note: All costs associated with estimating a project shall be borne by the selected Proposer, and the selected Proposer shall not have any claim, financial or otherwise, against the CUA or the County, as a result of the CUA modifying or canceling a work order.

2.7 Payment Schedule

The selected Proposer may bill monthly for service completed unless otherwise specified in Work Order. All billings shall be accompanied by a breakdown including hours by position, supporting documentation and total expenses. The County will only pay the selected Proposer for work actually performed under the Work Order.

3.0 RESPONSE REQUIREMENTS

3.1 Submittal Requirements

In response to this Solicitation, Proposer should **return the entire completed Proposal Submission Package** (see attached). Proposers should carefully follow the format and instructions outlined therein. All documents and information must be fully completed and signed as required.

The proposal shall be written in sufficient detail to permit the County to conduct a meaningful evaluation of the proposed services. However, overly elaborate responses are not requested or desired.

Note: Any Proposer submitting a proposal for both service categories (as defined in Section 2.2 and identified in Form A-1) must provide in its proposal complete and separate responses for questions 5 through 13 of the Proposer Information document for each service category proposing for.

4.0 EVALUATION PROCESS

4.1 Review of Proposals for Responsiveness

Each proposal will be reviewed to determine if the proposal is responsive to the submission requirements outlined in this Solicitation. A responsive proposal is one which follows the requirements of this Solicitation, includes all documentation, is submitted in the format outlined in this Solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the proposal being deemed non-responsive.

4.2 Evaluation Criteria

Proposals will be evaluated by an Evaluation/Selection Committee which will evaluate and rank proposals on criteria listed below. The Evaluation/Selection Committee will be comprised of appropriate County personnel and members of the community, as deemed necessary, with the appropriate experience and/or knowledge, striving to ensure that the Evaluation/Selection Committee is balanced with regard to both ethnicity and gender. The criteria are itemized with their respective weights for a maximum total of one hundred (100) points per Evaluation/Selection Committee member.

<u>Technical Criteria</u>	<u>Points</u>
1. Proposer's relevant experience and qualifications, and past performance in providing the type of services requested in this Solicitation	30
2. Relevant experience and qualifications of key personnel, including key personnel of subcontractors, that will be assigned to this project, and experience and qualifications of subcontractors	25
3. Proposer's approach to providing the services requested in this Solicitation	20
4. Evaluation of three samples of previous work from successful marketing and/or public relations campaigns	15
 <u>Price Criteria</u>	 <u>Points</u>
1. Proposer's proposed price (hourly rates)	10

Proposal will receive a separate score, in each service category for which proposal is submitted. Proposals will be ranked on a category by category basis. For example, proposals submitted for the Marketing and Advertising Services category will only be ranked against other Marketing and Advertising Service category proposals.

4.3 Oral Presentations

Upon completion of the criteria evaluation indicated above, rating and ranking, the Evaluation/Selection Committee may choose to conduct an oral presentation with the Proposer(s) which the Evaluation/Selection Committee deems to warrant further consideration based on, among other considerations, scores in clusters and/or maintaining competition. (See **Form A-2** regarding registering speakers in the proposal for oral presentations.) Upon completion of the oral presentation(s), the Evaluation/Selection Committee will re-evaluate, re-rate and re-rank the proposals remaining in consideration based upon the written documents combined with the oral presentation.

4.4 Selection Factor

This Solicitation includes a selection factor for Miami-Dade County Certified Small Business Enterprises (SBE's) as follows. A SBE/Micro Business Enterprise is entitled to receive an additional ten percent (10%) of

the total technical evaluation points on the technical portion of such Proposer's proposal. An SBE/Micro Business Enterprise must be certified by the Department of Small Business Development for the type of goods and/or services the Proposer provides in accordance with the applicable Commodity Code(s) for this Solicitation. For certification information contact the Department of Small Business Development at (305) 375-2378 or access www.miamidade.gov/sba. The SBE/Micro Business Enterprise must be certified by proposal submission deadline, at contract award, and for the duration of the contract to remain eligible for the preference. Firms that graduate from the SBE program during the contract may remain on the contract.

4.5 Local Certified Service-Disabled Veteran's Business Enterprise Preference

This Solicitation includes a preference for Miami-Dade County Local Certified Service-Disabled Veteran Business Enterprises in accordance with Section 2-8.5.1 of the Code of Miami-Dade County. A VBE is entitled to receive an additional five percent (5%) of the total technical evaluation points on the technical portion of such Proposer's proposal. If a Miami-Dade County Certified Small Business Enterprise (SBE) measure is being applied to this Solicitation, a VBE which also qualifies for the SBE measure shall not receive the veteran's preference provided in this section and shall be limited to the applicable SBE preference.

4.6 Price Evaluation

The price proposal will be evaluated subjectively in combination with the technical proposal, including an evaluation of how well it matches Proposer's understanding of the County's needs described in this Solicitation, the Proposer's assumptions, and the value of the proposed services. The pricing evaluation is used as part of the evaluation process to determine the highest ranked Proposer. The County reserves the right to negotiate the final terms, conditions and pricing of the contract as may be in the best interest of the County.

4.7 Local Preference

The evaluation of competitive solicitations is subject to Section 2-8.5 of the Miami-Dade County Code, which, except where contrary to federal or state law, or any other funding source requirements, provides that preference be given to local businesses (see **Form A-4**). If, following the completion of final rankings by the Evaluation/Selection Committee, a non-local Proposer is the highest ranked responsive and responsible Proposer, and the ranking of a responsive and responsible local Proposer is within 5% of the ranking obtained by said non-local Proposer, then the Evaluation/Selection Committee will recommend that a contract be negotiated with said local Proposer.

4.8 Negotiations

The County may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the Proposer's best terms from a monetary and technical standpoint.

The Evaluation/Selection Committee will evaluate, score and rank proposals, and submit the results of their evaluation to the County Mayor or designee with their recommendation. The County Mayor or designee will determine with which Proposer(s) the County shall negotiate, if any, taking into consideration the Local Preference Section above. In his sole discretion, the County Mayor or designee may direct negotiations with the highest ranked Proposer, negotiations with multiple Proposers, or may request best and final offers.

Notwithstanding the foregoing, if the County and said Proposer(s) cannot reach agreement on a contract, the County reserves the right to terminate negotiations and may, at the County Mayor's or designee's discretion, begin negotiations with the next highest ranked Proposer(s). This process may continue until a contract acceptable to the County has been executed or all proposals are rejected. No Proposer shall have any rights against the County arising from such negotiations or termination thereof.

Any Proposer recommended for negotiations shall:

- a) Complete a Collusion Affidavit, in accordance with Sections 2-8.1.1 of the Miami-Dade County Code as amended by Ordinance 08-113. (If a Proposer fails to submit the required Collusion Affidavit, said Proposer shall be ineligible for award.)

Any Proposer recommended for negotiations may be required to provide to the County:

- a) Its most recent certified business financial statements as of a date not earlier than the end of the Proposer's preceding official tax accounting period, together with a statement in writing, signed by a duly authorized representative, stating that the present financial condition is materially the same as that shown on the balance sheet and income statement submitted, or with an explanation for a material change in the financial condition. A copy of the most recent business income tax return will be accepted if certified financial statements are unavailable.
- b) Information concerning any prior or pending litigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Proposer, any of its employees or subcontractors is or has been involved within the last three years.

4.9 Contract Award

Any contract, resulting from this Solicitation, will be submitted to the County Mayor or designee for approval. All Proposers will be notified in writing when the County Mayor or designee makes an award recommendation. The Contract award, if any, shall be made to the Proposer whose proposal shall be deemed by the County to be in the best interest of the County. Notwithstanding the rights of protest listed below, the County's decision of whether to make the award and to which Proposer shall be final.

4.10 Rights of Protest

A recommendation for contract award or rejection of all proposals may be protested by a Proposer in accordance with the procedures contained in Sections 2-8.3 and 2-8.4 of the County Code, as amended, and as established in Implementing Order No. 3-21.

5.0 TERMS AND CONDITIONS

The anticipated form of agreement is attached. The terms and conditions summarized below are of special note and can be found in their entirety in the agreement:

A. Vendor Registration

Prior to being recommended for award, the Proposer shall complete a Miami-Dade County Vendor Registration Package. Effective June 1, 2008, the new Vendor Registration Package, including a Uniform Affidavit Packet (Affidavit form), must be completed. The Vendor Registration Package, including all affidavits can be obtained by downloading from the DPM website at http://www.miamidade.gov/DPM/vendor_registration.asp or from the Vendor Assistance Unit at 111 N.W. 1st Street, 13th Floor, Miami, FL. The recommended Proposer shall affirm that all information submitted with its Vendor Registration Package is current, complete and accurate, at the time they submitted a response to the Solicitation, by completing an Affirmation of Vendor Affidavit form.

B. Insurance Requirements

The Contractor shall furnish to the County, Department of Procurement Management, prior to the commencement of any work under any agreement, Certificates of Insurance which indicate insurance coverage has been obtained that meets the stated requirements.

C. Inspector General Reviews

According to Section 2-1076 of the Code of Miami-Dade County, as amended by Ordinance No. 99-63, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise indicated. The cost of the audit, if applicable, shall be one quarter (1/4) of one (1) percent of the total contract amount and the cost shall be included in any proposed price. The audit cost will be deducted by the County from progress payments to the Contractor, if applicable.

D. User Access Program

Pursuant to Miami-Dade County Ordinance No. 03-192, any agreement issued as a result of this Solicitation is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). All sales resulting from this Solicitation and the utilization of the County contract price and the terms and conditions identified therein, are subject to the two percent (2%) UAP.

6.0 ATTACHMENTS

Form of Agreement
Proposal Submission Package

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